

GENERAL AGREEMENT

BETWEEN

VALLEY FORGE NATIONAL HISTORICAL PARK

AND

ONCE UPON A NATION / HISTORIC PHILADELPHIA, INC.

This General Agreement (GA) is entered into by and between the National Park Service (hereinafter "NPS"), United States Department of the Interior, acting through the Superintendent of the Valley Forge National Historical Park (hereinafter "VFNHP") and Once Upon a Nation (hereinafter "OUAN"), an initiative of Historic Philadelphia, Inc. (hereinafter "HPI"), a 501 (c) 3 non-profit organization located in Philadelphia, PA, acting through Executive Director, Historic Philadelphia, Inc.

ARTICLE I. BACKGROUND AND OBJECTIVES

The objective of this General Agreement is to establish the standards, terms, and conditions under which the OUAN/HPI will provide interpretive services to enhance the visitor's experience at Valley Forge National Historical Park through interpretation, interactive experiences, and evening programming.

OUAN/HPI employs professionals which advance the interest in the history of the United States of America through storytelling. NPS, in keeping with its historic mission, wishes for the OUAN/HPI to provide these storytelling services to the visitor's of Valley Forge National Historical Park. Both parties to this GA wish to cooperate with one another for their mutual benefit and for the general benefit of the people of the United States and future generations to enjoy the natural and cultural resources of the national park system and to enhance interpretation and education programs and activities of Valley Forge National Historical Park.

ARTICLE II. AUTHORITY

This GA is entered into pursuant to 16 U.S.C. § 1a-2(g) which authorizes the National Park Service to enter into agreements for interpretive programs with a public purpose.

ARTICLE III. STATEMENT OF WORK

A. Once Upon a Nation / Historic Philadelphia, Inc. will, at no cost to the NPS:

1. Provide NPS approved storytelling programs at NPS approved locations within VFNHP. The quantity, length and content of programs shall be agreed upon by the parties
2. Develop storytelling and other interpretive programs in collaboration with NPS staff. The quantity, length and content of programs shall be agreed upon by the parties
3. Reasonably assist VFNHP with planning, sponsorship and coordination of OUAN/HPI conducted visitor events, programs and services.
4. Advise VFNHP concerning marketing ideas and opportunities related to OUAN/HPI's programs.
5. Collaborate and work through the park's cooperating association on any commercial or retail

efforts; provided that OUAN/HPI shall have no obligation to share revenue with VFNHP except as the parties may expressly agree in writing

6. Comply with all aspects of the Superintendent's Compendium.
7. Notify VFNHP immediately of any visitor or OUAN/HPI staff injury that occurs within VFNHP. Notification of injuries shall be made to the Chief Ranger of VFNHP.
8. The obligations of OUAN/HPI hereunder are subject to the availability of funding for OUAN/HPI's programs and services at VFNHP. OUAN/HPI shall have no obligation to provide programs and services in excess of that which may be funded through existing funds designated for those purposes.

B. National Park Service will:

1. Assist the OUAN/HPI by providing support for specific purposes, such as special exhibits, technical training, interpretive literature and promotional materials that relate to the themes and mission of VFNHP.
2. Provide National Park Service staff to assist in collaboration, planning, and implementation of joint interpretive projects.
3. Publicize joint projects in an appropriate manner through NPS publications.
4. Provide areas within the park where the OUAN/HPI can place their storytelling benches after consultation with OUAN/HPI.
5. Provide office space to support OUAN/HPI interpretive program personnel in the OUAN/HPI VFNHP operation including a dressing area and storage as required for OUAN/HPI's programming.
6. Provide space within the VFNHP Welcome Center for the provision of OUAN/HPI information.
7. Inform VFNHP Rangers and VFNHP Welcome Center staff of OUAN/HPI's programming so they may provide information to the public on such programming, along with information on other VFNHP events and programs.

ARTICLE IV. TERM OF THE AGREEMENT

This General Agreement will be effective for a period of five years from the date of final signature, unless terminated earlier by one of the parties pursuant to Article IX that follows.

ARTICLE V – KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

- 1 For the NPS:
Superintendent
Valley Forge National Historical Park
1400 Outer Line Drive
King of Prussia, PA 19406-1009
e-mail: mike_caldwell@nps.gov
Telephone: 610-783-1037
Facsimile: 610-783-1038
- 2 For Historic Philadelphia, Inc.:
Amy Needle, President and CEO
Historic Philadelphia, Inc.
500 Arch Street
Philadelphia, PA 19106
e-mail: amy@onceuponanation.org
Telephone: 215-629-5801 x 205
Facsimile: 215-629-5814

- B Communications – OUAN/HPI will address any communication regarding this GA to the superintendent
- C Change in Key Officials – Neither the NPS or OUAN/HPI may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include justification with sufficient detail to permit the evaluation of the impact of such a change on the scope of work specified within this GA. Any permanent change in key officials will be made only by modification to the GA

ARTICLE VI – MODIFICATION AND TERMINATION

- A This GA may be modified only by a written instrument executed by the parties
- B Either party may terminate this GA by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences. Participation in this meeting shall not affect a party's right to terminate this Agreement

ARTICLE X – STANDARD CLAUSES

A. Civil Rights

During the performance of this GA, the participants agree to abide by the terms of U S Department of the Interior – Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex

B. Public Information Release

1. Public Information and Promotions

- a. OUAN/HPI will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Federal Government, Departmental, bureau, or Federal Government employee endorsement of a product, service, or position which the OUAN/HPI represents. No release of information relating to this GA may state or imply that the Federal Government approves of the work product of the OUAN/HPI, or considers the work product of the OUAN/HPI to be superior to other products or services.
- b. OUAN/HPI will insure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."
- c. OUAN/HPI will obtain prior NPS approval from the superintendent for any public information release that refers to the Department of the Interior, any bureau or employee (by name or title), or to this GA. The specific text, layout, photographs, etc., of the proposed release must be submitted to the superintendent, along with the request for approval.
- d. OUAN/HPI agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

2. Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this GA may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the matter of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

C. Lobbying Prohibition – 18 U.S.C. § 1913, Lobbying with Appropriated Moneys

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written manner, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign

policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352 (a) of title 31.

D Anti-Deficiency Act – 31 U S C. § 1341

This Agreement and the obligations of the Service hereunder is subject to the availability of funding, and nothing contained in this GA shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this GA for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations

E Officials not to Benefit

No Member of, Delegate to, Resident Commissioner in Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.

F. Liability Provision

OUAN/HPI shall be fully responsible for the acts and omissions of its representatives, employees, contractors and subcontractors connected with the performance of this agreement. OUAN/HPI, in furtherance of and as an expense of this GA, shall:

1. Procure public and employee liability insurance from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising for any one incident. The policies shall name the United States of America as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein. OUAN/HPI shall provide the NPS with confirmation of such insurance coverage prior to beginning the work authorized herein.
2. Pay to the United States of America the full value for all damages to the lands or other property of the United States of America caused by such person or organization, its representatives, or employees
3. Indemnify, save and hold harmless, and defend the United States of America, its agents and employees against all liabilities, charges, fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person, organization, its representatives, or employees.

G. Certifications

The following forms are incorporated into this Agreement by reference. These certifications are required in accordance with the provisions of this GA:

1. DI-2010, U S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying
2. Standard Form LLL, Disclosure of Lobbying Activities

ARTICLE XI - APPROVALS

A Approvals

In any instance where the approval of the NPS is requested or required pursuant to this GA, NPS shall provide its approval (or notify OUAN/HPI of a decision to withhold such approval) as soon as possible after receipt of a request. If approval is withheld, NPS shall provide explanation for that decision.

ARTICLE XII - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this General Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: Michael A. Caldwell
Name: Michael A. Caldwell
Title: Superintendent
Date: June 13, 2007

FOR HISTORIC PHILADELPHIA, INC.:

Signature: Amy Needle
Name: Amy Needle
Title: President & CEO
Date: June 12, 2007